

P. E. MYERS & ASSOCIATES

*The Interstate Commerce Commission*  
548. PENNSYLVANIA BUILDING  
PENNSYLVANIA AVENUE AT THIRTEENTH STREET N. W.  
WASHINGTON, D. C. 20004

(202) 737-2188

RECORDATION NO. 11861 Filed 1425

May 29, 1980

MAY 29 1980 2:11 PM

INTERSTATE COMMERCE COMMISSION

Mrs. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
Washington, DC 20423

No. 0-150A052

Date MAY 29 1980

Fee \$ 50.00

ICC Washington, D. C.

ATTENTION: Recordation Office  
IN RE: Lease Between GWI Leasing Corp.  
And International Salt Company

Dear Mrs. Mergenovich:

Attached hereto for recordation is an original copy of the  
above noted Lease. Also attached is one duplicate copy for your  
files.

GWJ Leasing Corp.  
71 Lewis Street  
Greenwich, CT 06830

International Salt Company  
Clarks Summit, PA 18411  
Attn.: Vice President  
Highway & Chemical Division

Your cooperation is greatly appreciated. Check No. 2420 in  
the amount of \$50.00 recordation fee is also attached.

Yours very truly,

*Pauline E. Myers*  
Pauline E. Myers

PEM/slt

Attachments

RECEIVED  
MAY 29 2 02 PM '80  
I.C.C.  
FEE OPERATION BR.

*Counterparts - Pauline E. Myers*

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

**May 29, 1980**

**OFFICE OF THE SECRETARY**

**P.E. Myers & Associates**  
**Suite 848 Pennsylvania Building**  
**Pennsylvania Ave. -13th Street N.W.**  
**Washington, D. C. 20004**

Dear

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/29/80 at 2:11 pm , and assigned re-recording number(s). 11861

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

SE-30  
(7/79)

LEASE BETWEEN GWI LEASING CORP. AND INTERNATIONAL SALT COMPANY

RECORDATION NO. 11861 Filed 1425

MAY 29 1980-2:11 PM

INTERSTATE COMMERCE COMMISSION

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LEASE

THIS LEASE, made this 5<sup>TH</sup> day of February, 1980, by and between GWI LEASING CORP., a Delaware corporation, herein called "Lessor", and the INTERNATIONAL SALT COMPANY, a New Jersey corporation, herein called "Lessee":

RECITALS:

WHEREAS, North American Car Corporation ("North American") has recently sold to Lessor 307 100-Ton steel hopper cars which are currently identified by the reporting marks on Schedule I hereto (hereinafter collectively referred to as the "Cars" and individually as "Car") and such sale is being completed by means of an escrow; and

WHEREAS, North American and Lessee have heretofore entered into a Car Leasing Agreement No. 4244-2 which, together with all riders and amendments as listed on Schedule II hereto, is hereinafter referred to as "Lease No. 4244-~~2~~<sup>2</sup>"; and

WHEREAS, all of the Cars are subject to Lease No. 4244-2; and

WHEREAS, North American has assigned its interest as Lessor in Lease No. 4244-2, to the extent that it relates to the Cars, to Lessor; and

WHEREAS, North American and Lessor have agreed that in the event certain circumstances preclude the completion of the escrowed sale transaction as to any Car or Cars, then Lessor shall reconvey to North American title to such Cars and shall reassign to North American its interest in Lease No. 4244-2 to the extent it applies to such reconveyed Cars; and

WHEREAS, Lessor and Lessee recognize that in the event of any such reconveyance, Lessor and Lessee shall terminate this Lease as to such reconveyed Cars and Lease No. 4244-2 shall once again govern the lease of such Cars as between Lessee, as lessee, and North American, as lessor.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. Lease. Lessor hereby leases to Lessee and Lessee hereby leases and hires from Lessor the 307 Cars listed on Schedule I attached hereto, subject to the deletion of any Car from Schedule I as may be provided herein.

2. Delivery and Acceptance of Cars; Termination of Lease No. 4244-2. Upon the execution of this Lease, Lessor shall deliver and Lessee shall accept the Cars. Upon delivery and acceptance of each Car hereunder, Lease No. 4244-2 shall terminate as to such Car and such car shall henceforth be governed by the terms and conditions of this Lease. Lessee agrees to cooperate with Lessor to do any and all things, including but not limited to the execution of any documents, necessary to evidence said termination of Lease No. 4244-2 on the registration maintained by the Interstate Commerce Commission for the filing of instruments pursuant to 49 U.S.C. §11303.

3. Lessee's Inspection. Upon delivery of the Cars, Lessee's authorized representative shall execute and deliver to Lessor duplicate certificates of inspection and acceptance substantially in the form of Exhibit A attached hereto. The execution and delivery by

Lessee of such certificates shall be conclusive evidence that:

(a) each Car is satisfactory to Lessee for its use, (b) each such Car has been delivered to and accepted by Lessee, (c) Lease No. 4244-2 has been terminated to the extent it relates to each such Car, and (d) each such Car shall be subject thereafter to all of the terms and conditions of this Lease.

4. Term. The term of this Lease as to each Car shall commence upon delivery of such Car by Lessor and shall run, subject to the provisions of paragraphs 5, 14 and 24 hereof, until termination ten (10) years from the first day of the calendar month immediately following the date of execution of this Lease.

5. Lessor's Delivery Obligation. It is understood that if (a) North American does not provide to Lessor, prior to time cars are released from escrow, proof of clear title to any Car or Cars in form satisfactory to Lessor or (b) any Car or Cars are totally damaged or destroyed prior to time cars are released from escrow, then Lessor shall reconvey to North American title to any such Car or Cars and Lessor shall reassign its interest in Lease No. 4244-2 as it relates to any such Car or Cars to North American. In such event, this Lease shall immediately terminate as to any such reconveyed Car and Lessee acknowledges that thenceforth Lease No. 4244-2 shall once again govern the Lease of such Car as between Lessee, as lessee, and North American, as lessor. Lessee agrees that it shall cooperate with Lessor to do any and all things, including but not limited to the execution of any documents, necessary

to effectuate and/or evidence said termination of this Lease and the resumption of Lease No. 4244-2 on the registration maintained by the Interstate Commerce Commission for filing of documents pursuant to 49 U.S.C. §11303. Lessor shall have no obligation to deliver hereunder any additional covered hopper car as a replacement for any Car reconveyed to North American as provided in this paragraph 5.

6. Change of Numbers and Schedule I. It is understood that following the completion of the escrowed sale transaction as to all the Cars, Lessor shall proceed to change the numbers and related markings on each Car from the existing marks of North American to Lessor's own registration. Upon the completion of such change, Lessor shall prepare a new Schedule I' which shall identify the Cars by Lessor's marks. Lessee and Lessor shall both execute such revised Schedule I' and substitute it in this Lease for the existing Schedule I.

7. Rent. Lessee agrees to pay rent to Lessor for each Car during the Term in installments as follows:

(a) Commencing May 1, 1983 and continuing until termination of lease as determined in accordance with paragraph 3 hereof, equal monthly installments in advance of \$196.75 each, consisting of ✓ \$170.00 of rental payments and \$26.75 of administration expenses.

(b) In addition, the following combined rental and administrative payments shall be made from the date of commencement of the lease term through April 30, 1983:

(1) All Cars listed in Rider 4 of Schedule I on a per-car basis: \$156.75 per month per car in advance from the date of commencement of the lease term through April 30, 1980 and \$196.75 per month per car from May 1, 1980 through April 30, 1983.

(2) All Cars listed in Rider 5 of Schedule I on a per-car basis: \$156.75 per month per car in advance from the date of commencement of the lease term through April 30, 1981 and \$196.75 per month per car from May 1, 1981 through April 30, 1983.

(3) All Cars listed in Riders 6 and 8 of Schedule I on a per-car basis: \$156.75 per month per car in advance from the date of commencement of the lease term through April 30, 1982 and \$196.75 per month per car from May 1, 1982 through April 30, 1983.

(4) All Cars listed in Rider 1 of Schedule I on a per-car basis: \$181.75 per month per car in advance from the date of commencement of the lease term through January 31, 1983 and \$196.75 per month per car from February 1, 1983 through April 30, 1983.

(5) All Cars listed in Rider 7 of Schedule I on a per-car basis: \$156.75 per month per car in advance from the date of commencement of the lease term through April 30, 1983.

(c) In the event the Cars are delivered other than on the first day of the month, that month's rent shall be prorated on a daily basis.



8. Administration Fee. At least \$26.75 of each rental installment provided for herein is attributable to and is to pay Lessor's costs for administrative expenses, including, but not limited to, scheduling of routine maintenance, bidding and arranging contracts for major repairs, maintaining an inventory of parts, registering and maintaining current registration of the Cars in the Universal Machine Language Equipment Register (UMLER), managing the Car per diem service as directed by Lessee in accordance with paragraph 13 hereof, providing insurance of Lessor's interests and liabilities as defined in the lease and paying Lessor's other administrative expenses. In the event Lessor's administrative expenses exceed the amount so allocated, Lessee shall have no obligation to reimburse any of Lessor's additional administrative costs other than as set forth herein.

9. Maintenance Fee. ISCO agrees to pay maintenance fees to Lessor during the term in installments of \$100.00 (one hundred dollars) maintenance fee per Car per month in advance subject to annual escalation. Annual escalation of the maintenance fee shall commence according to the following schedule:

(1) Fees on all Cars listed in Rider 4 of Schedule I shall be escalated on May 1, 1980 and then annually continuing until termination of the lease.

(2) Fees on all Cars listed in Rider 5 of Schedule I shall be escalated on May 1, 1981 and then annually continuing until termination of the lease.

(3) Fees on all Cars listed in Riders 6 and 8 of Schedule I shall be escalated on May 1, 1982 and then annually continuing until termination of the lease.

(4) Fees on all Cars listed in Rider 1 of Schedule I shall be escalated on February 1, 1983 and then annually continuing until termination of the lease.

(5) Fees on all Cars listed in Rider 7 of Schedule I shall be escalated on May 1, 1983 and then annually continuing until termination of the lease.

The maintenance fee shall be escalated based on the schedule of commencement dates above and on each anniversary of the commencement dates, by the percentage increase, if any, in the hourly wage rate for maintenance labor prescribed in the Official Manual of the Interchange Rules adopted by the Association of American Railroads, Mechanical Division, Operations and Maintenance Department, then in effect over the hourly wage rate in effect on the date one year prior to the commencement date and then annually on each anniversary of that commencement date. For example, if the commencement date is May 1, 1983 and the hourly wage rate increases 5% from May 1, 1982 to April 30, 1983, the maintenance fee per car per month for the year beginning May 1, 1983 will be \$100.00 plus 5% of \$100.00 or \$105.00 per car per month. On the following anniversary of the commencement date, using the example preceding, May 1, 1984, if the hourly wage rate has increased 4% from May 1, 1983 to April 30, 1984, the maintenance fee per car per month for the year beginning May 1, 1984 will be \$105.00 plus 4% or \$109.20 per car.

10. Maintenance. Lessee shall promptly notify Lessor upon receipt by Lessee of knowledge of any substantial damage to any of the Cars. Lessor agrees to maintain and repair the Cars including the lining, except as hereinafter provided. Lessee shall not repair or authorize the repair of any of the Cars without Lessor's prior written consent, except that running repairs (as specified in the Association of American Railroads Rules for Interchange) may be performed without prior written consent. The amount Lessor will pay for such running repairs shall not be in excess of the basis, in effect at the time the repair is made, provided by the Association of American Railroads. If any Car becomes unfit for service and shall be held in a car shop for repairs and shall remain therein for a period in excess of ten days, the monthly rental with respect to such Car shall abate from and after such period until such Car is released from the shop or until another car shall have been placed in the service of Lessee by Lessor in substitution for such Car. If any Car becomes unfit for service and shall be held in Lessor's car shop for repairs for a period in excess of ten days or in any other car shop for repairs for a period of more than sixty days, the maintenance fee with respect to such Car shall abate from and after such period of ten days or sixty days respectively until such Car is released from the shop or until another Car shall have been placed in the service of Lessee by Lessor in substitution for such Car. Notwithstanding the foregoing and in order to allow the Lessor sufficient time to refurbish, repaint,

repair, reline or otherwise fix the Cars, the Lessor shall have the right during the term of this Lease to remove each of the Cars from service for a period not to exceed thirty days and the Lessee shall have no right of abatement of the monthly rent or maintenance fee provided that the Lessor notifies the Lessee that the Lessor has exercised this right once as to each of the Cars listed in Schedule I or the revised Schedule as provided in paragraph 21.

11. Substitution. Lessor shall have the right of substitution of cars of similar type and capacity, except that it is mutually agreed that Cars in the 710000 and 711000 Series shall not be considered to be of similar type and capacity and Lessor shall not have the right to substitute Cars in such Series without Lessee's consent.

12. Excess Empty Mileage. Lessee agrees to reimburse Lessor for any payment Lessor may be required to make to any railroad, due to mileage equalization where applicable, resulting from excess empty mileage incurred by the Cars on such railroad. For the purpose of this paragraph, the railroad mileage and junction reports shall be prima facie evidence of the facts reported therein. In addition, if Lessor is required to make any payments to a railroad resulting from the empty movement of any of the Cars while they are in Lessee's service, Lessee agrees to reimburse Lessor for such payments.

### 13. Use, Subleasing and Assignment

(a) It is the intent of the Lessee to use the Cars exclusively in salt service from Retsof, New York, and Lessee agrees to use its best efforts to use the Cars exclusively in such service. Lessee also agrees to use its best efforts, to the extent practical, to assign, sublease or transfer other railcars in Lessee's service at Retsof, New York, prior to assigning, subleasing or transferring the cars from such service. None of the Cars shall be shipped beyond the boundaries of the United States or Canada except with the prior written consent of Lessor. Lessee agrees that if any of the Cars are used outside of Continental United States, Lessee shall reimburse Lessor for any customs duties, taxes, investment tax credit reductions or other expenses resulting from such use.

(b) Subject to Paragraph 13(a), Lessee shall have the right to assign or sublease Cars to a third party or transfer Cars within Lessee's own system to a base of operations other than Retsof, New York, without Lessor's prior consent but upon prior written notice to Lessor, provided that in the event any Cars are assigned, subleased or transferred by Lessee, then:

(i) Lessee shall return such Cars to Retsof, New York for all maintenance or repairs, other than running repairs and any repairs required to be performed by Lessee under Paragraph 17.

(ii) Lessee shall return such Cars to Retsof, New York for any scheduled or periodic inspection (except spot or running inspections) required by the Federal Railroad

Association, or any other organization or agency with appropriate jurisdiction, or by Lessor under its maintenance program (provided that such Lessor inspections shall not be more frequent than once every four years).

(iii) The cost of transporting any Car to and from Retsof, New York for purposes set forth in paragraphs (i) and (ii) hereof, shall be at Lessee's sole expense.

(iv) The time necessary to transport any Car to and from Retsof, New York for purposes set forth in Paragraphs (i) and (ii) above, shall be excluded from the calculation of the ten-day period in connection with the abatement of rent pursuant to Section 10 hereof.

(c) In the event any of the Cars are subleased for non-salt service, then Lessee shall notify Lessor in writing of its intent to sublease the Cars for non-salt service and identify the non-salt commodity to be carried by the sublessee, and upon receipt of such notice, Lessor shall have the right to object in writing within seven (7) days to Lessee's proposed sublease only if such Cars are to be used to carry commodities such as cement, bauxite, lamp black and urea which would cause more excessive maintenance and repair costs than salt, in Lessor's sole judgment which shall be reasonably exercised, and further provided that if Lessor so objects, Lessee will not enter into such sublease; provided, however, that notwithstanding any such sublease, Lessee shall continue to remain liable to Lessor under all conditions and terms of this Agreement.

(d) No right, title or interest in any of the Cars shall vest in Lessee by reason of this Agreement or by reason of the delivery to or use by Lessee of the Cars, except the right to use the Cars in accordance with the terms of this Agreement.

(e) Upon notification by Lessee, Lessor agrees to use its best efforts, within the guidelines of the Association of American Railroads rules and regulations, to place the Cars in per diem service. In the event the Cars are so placed, the Lessor will credit monthly all per diem income and mileage rates received for each Car against Lessee's monthly rental and maintenance payments on that Car up to the entire monthly amount per car due Lessor by Lessee, and Lessor will have the right to retain for its own account any per diem income or mileage payments received in excess of Lessee's per-car monthly rental and maintenance payments.

14. Cars Removed from Service. In the event any Car is totally damaged or destroyed, the rental and maintenance fee with respect to such Car shall terminate upon receipt by Lessor of notification thereof, and in the event any Car is reported to be bad ordered and Lessor elects to permanently remove such Car from Lessee's service rather than have such Car taken to a car shop for repairs, the rental and maintenance fee with respect to such Car shall terminate upon receipt by Lessor of notification that such Car was bad ordered. Lessor shall have the right, but shall not be obligated, to substitute for any such Car another car of the same type and

capacity in accordance with the provisions of Paragraph 11, and the rental and maintenance fee in respect to such substituted car shall commence upon delivery of such substituted car to Lessee. In the event that during the term hereof the U.S. Department of Transportation, or any other governmental agency or non-governmental organization having jurisdiction over the operation, safety or use of railroad equipment, requires that Lessor add, modify, or in any manner adjust the cars subject to this Lease in order to qualify them for operation in railroad interchange, and Lessor in its sole discretion determines prior to making any modification that the cost thereof is not economical to expend in view of the estimated remaining useful life of such car or the rental payments hereunder, and Lessor elects to permanently remove such car from Lessee's service rather than have such car taken to a car shop for such modification, the rental with respect to such car shall terminate upon the date specified in writing by Lessor, provided that such date must be prior to the date the modification is so required to be made.

15. Risk of Loss. Risk of loss for damage to or destruction of the Cars shall be with the Lessor; provided, however, in the event that any of the Cars, fittings, appliances or appurtenances of the Cars shall be damaged, ordinary wear and tear excepted, or destroyed as a result of Lessee's negligence, Lessee shall assume financial responsibility for such damage or destruction.



16. Lading. Lessor shall not be liable for any loss of or damage to commodities, or any part thereof, loaded or shipped in or on the Cars, unless such loss or damage results from negligence of Lessor, and Lessee agrees to assume financial responsibility for, to indemnify and hold Lessor harmless from and against any such loss or damage.

17. Removable Parts. Lessee, at its own expense, shall either replace or reimburse Lessor for the cost of replacing any appliance or removable part, if destroyed, damaged, lost, removed or stolen, unless the railroads transporting the Cars have assumed full responsibility for such loss or damage, or unless such loss or damage results from the negligence of Lessor or of any of Lessor's affiliates.

18. Indemnification. Lessee agrees to indemnify and hold Lessor harmless from and against any loss, liability, claim, damage or expense (including, unless Lessee assumes the defense, the reasonable cost of investigating and defending against any claim for damages) for personal injury or for property damage, including any or all consequential damages, arising out of or in connection with the use of the Cars during the term of this Agreement, excepting, however, damage to or destruction of the Cars (subject to the provisions of paragraph 15) and excepting any loss, liability, claim, damage or expense (i) which results from the negligence of Lessor or any of Lessor's affiliates (including, but not limited to, Genesee and Wyoming Railroad Company); or (ii) for which a railroad or railroads, including any railroad affiliated with Lessor, has discharged such responsibility or obligation.

19. Insurance. Lessee shall maintain general liability insurance in such amounts as reasonably may be satisfactory to Lessor, shall name Lessor as an additional insured with respect to such insurance, and shall, upon request, provide Lessor certificates thereof. Lessor shall maintain such insurance as it shall deem appropriate with respect to damage to or destruction of the Cars.

20. Lettering. No lettering or marking of any kind shall be placed upon any of the Cars by Lessee except with the prior written consent of Lessor.

21. Reporting Marks. As soon as it is practical to do so, Lessor may change the reporting marks of the Cars from the reporting marks listed on Schedule I to its own reporting marks. Lessor shall report all such changes to Lessee as they occur. Upon changing the reporting marks on all the Cars, Lessor and Lessee agree that a revised Schedule (Schedule I') will be prepared reflecting the changes and that Schedule I' shall be substituted for the present Schedule I as part of this Lease.

22. Loading. Lessee agrees not to load any of the Cars in excess of the load limit stenciled thereon.

23. Demurrage. Lessee shall be liable for any demurrage, track storage or detention charge imposed in connection with any of the Cars.

24. Remedies. If Lessee shall fail to perform any of its obligations hereunder, Lessor at its election may either (a) termi-

nate this Agreement immediately and repossess the Cars, or (b) withdraw the Cars from the service of Lessee and deliver the same, or any thereof, to others upon such terms as Lessor may see fit. If Lessor shall elect to proceed in accordance with clause (b) above, and if Lessor during the balance of the term of this Agreement shall fail to collect for the use of the Cars a sum at least equal to all unpaid rentals hereunder to the stated date of termination hereof plus an amount equal to all expenses of withdrawing the Cars from the service of Lessee and collecting the earnings thereof, Lessee agrees to pay from time to time upon demand by Lessor the amount of any such deficiency. It is expressly understood that Lessor at its option may terminate this Agreement in the event of:

(i) Any act of insolvency by Lessee, or the filing by Lessee of any petition or action under any bankruptcy, reorganization, insolvency or moratorium law, or any other law or laws for the relief of, or relating to, debtors.

(ii) The filing of any involuntary petition under any bankruptcy, reorganization, insolvency or moratorium law against Lessee which is not dismissed within sixty (60) days thereafter, or the appointment of any receiver or trustee to take possession of the properties of the Lessee, unless such petition or appointment is set aside or withdrawn or ceases to be in effect within sixty (60) days from the date of said filing or appointment.

(iii) The subjection of any material portion of Lessee's property to any levy, seizure, assignment, application or sale for or by any creditor or governmental agency which is not discharged within sixty (60) days.

25. Return of Cars. Upon the termination of the Agreement, Lessee agrees, subject to the provisions of Paragraph 14 above, to return the Cars to Lessor at Greenwich, Connecticut or at such other place as Lessor may direct in Lessee's area of operations in the northeastern United States, free from all charges and liens which may result from any act or default of Lessee, and free from all accumulations or deposits from commodities transported in or on the Cars while in the service of Lessee. If any of the Cars are not returned to Lessor free from such accumulations or deposits, Lessee shall reimburse Lessor for any expense incurred in cleaning such car.

26. Taxes. Lessee agrees to assume responsibility for and to pay any and all applicable state sales taxes resulting from the use of the Cars including use or similar taxes.

27. Delays. Except with regard to Lessee's obligation to make payments to Lessor pursuant to Paragraphs 7, 8, 9, 12, 15, 17 and 18, each party's obligations under the contract are subject to delays due to acts of God, governmental action, wars, labor troubles, fires, floods, explosions or other accidents, delays of carriers or sub-contractors, receipt of material, or to any other cause or causes (whether or not of the same general character as those herein specifically enumerated) beyond each party's reasonable control.

28. Lessor's Assignment. It is understood that some of the Cars furnished Lessee under this Agreement and Lessor's rights under this Agreement may, at the time of delivery to Lessee or at some future time during the term of this Agreement, be subject to the terms of a mortgage, deed of trust, equipment trust, pledge or assignment or similar security arrangement. Lessee agrees that the Cars may be stenciled or marked to set forth the ownership of any such cars in the name of a mortgagee, trustee, pledgee, assignee or security holder and that this Agreement and, except as provided below, Lessee's rights hereunder are and shall at all times be subject and subordinated to any and all rights of any mortgagee, trustee, pledgee or security holder (collectively the "Secured Parties" and individually the "Secured Party") if, at the time of any such subordination to the rights of any Security Holder, the Security Holder shall agree in writing with the Lessee that the Secured Party will not disturb the possession of Lessee under this Agreement, provided only that Lessee is not in default under any terms and conditions of this Agreement. As to the Cars subject hereto, this Agreement and the rentals hereunder may have been assigned and may in the future be assigned to the holder, if any, of the superior lien from time to time on each Car as determined with reference to the filings under Section 11303 of the Interstate Commerce Act; however, until notified to the contrary by any person reasonably proving to Lessee's satisfaction that he is the assignee of this Agreement or the rentals hereunder, Lessee is to pay all rentals to the order of Lessor. Lessee hereby con-

sents to and accepts such assignment. Lessee agrees that no claim or defense which Lessee may have against Lessor shall be asserted or enforced against any assignee of this Agreement. All rental payments shall be made in full by Lessee regardless of any defense, claim or offset which may be asserted by Lessee or in its behalf.

29. Ownership of Cars. The Cars are, and shall at all times be and remain, the sole and exclusive property of Lessor, and Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease. All incidents of ownership including the investment tax credit and depreciation shall be retained by Lessor. Lessee shall maintain the Cars free and clear of all charges, liens and encumbrances which any party might claim by, through or under Lessee.

30. Non-Waiver. No covenant or condition of this Lease can be waived except by the written consent of the party making such waiver. Forbearance or indulgence by either party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party to which the same may apply, and, until complete performance by either party of such covenant or condition, the other party shall be entitled to invoke any remedy available to such party under this Lease or by law or in equity despite such forbearance or indulgence.

Upon ten (10) days' written notice of either party's failure to perform any of its duties hereunder, the other party may, but shall not be obligated to, perform any or all such duties and the party so failing to perform shall pay an amount equal to the

expense thereof to the other party forthwith upon written demand.

31. Additional Documents. If Lessor shall so request, Lessee shall execute and deliver to Lessor such documents as Lessor shall deem necessary or desirable for purposes of recording or filing to protect the interest of Lessor in the Cars.

32. Entire Agreement. This Lease, together with Schedules I, II and Exhibit A hereto, constitute the entire agreement between Lessor and Lessee and shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

33. Notices. Service of all notices under this Lease shall be sufficient if given personally or mailed to the party involved at its address hereinafter set forth or at such address as such party may provide in writing from time to time. Any such notice mailed to such address shall be effective when deposited in the United States mail, duly addressed with postage prepaid. The address of each party is:

Lessor:                   GWI Leasing Corp.  
                              71 Lewis Street  
                              Greenwich, Connecticut 06830

Lessee:                   International Salt Company  
                              Clarks Summit, Pennsylvania 18411  
                              Attn.: Vice President  
                                      Highway & Chemical Division

34. Titles. The titles to the paragraphs of this Lease are solely for the convenience of the parties and are not an aid in the interpretation of the instrument.

35. Time. Time is of the essence of this Lease and each or all of its provisions.

36. Lessee. Lessee certifies to Lessor that the Lease transaction described herein does not conflict with Lessee's or Akzona Incorporated's existing long-term debt agreements, notes, bonds, debentures, credit arrangements or other financial instruments.

37. Governing Law. This Lease and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of New York.

38. Agreement Binding. This Agreement shall be binding upon the parties hereto, their respective successors, assigns and legal representatives, and shall remain in full force and effect from the date hereof until the termination of the Lease, and all such Cars are returned to Lessor.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date first above written.

GWJ LEASING CORP.

By [Signature]  
Title President

INTERNATIONAL SALT COMPANY

By [Signature]  
Title Vice President



EXHIBIT A

CERTIFICATE OF INSPECTION AND ACCEPTANCE  
UNDER LEASE AGREEMENT

TO: GWI Leasing Corp. (Lessor)  
71 Lewis Street  
Greenwich, Connecticut 06830

I am the duly appointed inspector and authorized representative of the INTERNATIONAL SALT COMPANY (lessee) for the purposes of a lease dated , between Lessor and Lessee (the Lease). I hereby certify that I have inspected, received, approved and accepted delivery on behalf of Lessee and pursuant to paragraph 4 of the Lease, of the following railroad cars:

Type of Cars: 100-Ton, 3500 Cubic Feet Capacity, steel covered Hopper Cars, manufactured by various manufacturers and previously in use by the Lessee under a lease with North American Car Corporation.

Place Accepted:

Date Accepted:

Number of Units:

Numbered:

I further certify that (a) the foregoing railroad cars are satisfactory for Lessee's use and conform to the specifications shown above and (b) are numbered and stenciled on each side thereof pursuant to the Lease.

Car Lease Agreement No. 4244-2, as amended, dated February 26, 1973, is terminated to the extent it relates to the foregoing railroad cars.

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Inspector and Authorized  
Representative of  
International Salt Company

STATE OF CONNECTICUT )  
 ) ss: GREENWICH  
COUNTY OF FAIRFIELD )

On this 7th day of April, 1980, before me personally came Mortimer B. Fuller, III, to me personally known, who being by me duly sworn, says that he resides at RYE in the County of Westchester, New York; that he is President of GWI Leasing Corp., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

*Ann V. Howard*

ANN V. HOWARD  
Notary Public  
MY COMMISSION EXPIRES MARCH 31, 1982

STATE OF PENNSYLVANIA )  
 ) ss:  
COUNTY OF *Lackawanna*

On this *9th* day of *April*, *1980*, before me personally came *D. L. Allen Jr.*, to me personally known, who being by me duly sworn, says that he resides at *Clarks Summit* in the *County* of *Lackawanna*, Pennsylvania; that he is Vice President of INTERNATIONAL SALT COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

*June S. Johnson*

NOTARY PUBLIC  
South Abington Township, Lackawanna County, Pa.  
My Commission Expires Nov. 25, 1981

Schedule 1'

To Lease, dated February 5, 1980, between GWI Leasing Corporation and International Salt Company.

100-ton; 3,500 cubic feet capacity steel covered hopper cars, manufactured by various manufacturers.

<u>Serial Number</u>	<u>Running Number</u>
31908	GWIX31908
31909	GWIX31909
31913	GWIX31913
31918	GWIX31918
31919	GWIX31919
31924	GWIX31924
31928	GWIX31928
31930	GWIX31930
31931	GWIX31931
31933	GWIX31933
31948-	GWIX31948
31952-	GWIX31952
31954-	GWIX31954
32094x	GWIX32094
32099x	GWIX32099
32115x	GWIX32115
32116x	GWIX32116
38061	GWIX38061
38066	GWIX38066
38085	GWIX38085
38090	GWIX38090
38091	GWIX38091
38092	GWIX38092
38094	GWIX38094
38103	GWIX38103
38106	GWIX38106
38111	GWIX38111
38124	GWIX38124
38131	GWIX38131
38135	GWIX38135
38136	GWIX38136
38138	GWIX38138
38140	GWIX38140
38147	GWIX38147
39017	GWIX39017
40001	GWIX40001
40002	GWIX40002
40004	GWIX40004
40005	GWIX40005
40006	GWIX40006
40008	GWIX40008

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## Schedule 1' (Continued)

<u>Serial Number</u>	<u>Running Number</u>
40009	GWIX40009
40010	GWIX40010
40011	GWIX40011
40012	GWIX40012
40013	GWIX40013
40014	GWIX40014
40015	GWIX40015
40016	GWIX40016
40017	GWIX40017
40018	GWIX40018
40019	GWIX40019
51309	GWIX51309
51375	GWIX51375
51383	GWIX51383
51401	GWIX51401
51404	GWIX51404
51411	GWIX51411
51414	GWIX51414
51421	GWIX51421
51423	GWIX51423
51427	GWIX51427
51432	GWIX51432
51435	GWIX51435
51437	GWIX51437
51438	GWIX51438
51439	GWIX51439
51442	GWIX51442
51448	GWIX51448
51449	GWIX51449
51453	GWIX51453
51454	GWIX51454
51455	GWIX51455
51457	GWIX51457
51463	GWIX51463
51464	GWIX51464
51469	GWIX51469
51475	GWIX51475
51478	GWIX51478
51479	GWIX51479
51483	GWIX51483
51485	GWIX51485
51489	GWIX51489
51490	GWIX51490
51491	GWIX51491
51492	GWIX51492
51551	GWIX51710
51558	GWIX51712

## Schedule 1' (Continued)

<u>Serial Number</u>	<u>Running Number</u>
51561	GWIX51715
51617	GWIX51617
51623	GWIX51623
51651	GWIX51651
51653	GWIX51653
51654	GWIX51654
51658	GWIX51658
51659	GWIX51659
51660	GWIX51660
51661	GWIX51661
51663	GWIX51663
51664	GWIX51664
51669	GWIX51669
51670	GWIX51670
51672	GWIX51672
51673	GWIX51673
51674	GWIX51674
51707	GWIX51707
51724	GWIX51724
51802	GWIX51802
51806	GWIX51806
51810	GWIX51810
51812	GWIX51812
51814	GWIX51814
51815	GWIX51815
51817	GWIX51817
51818	GWIX51818
51819	GWIX51819
51820	GWIX51820
51822	GWIX51822
51823	GWIX51823
51826	GWIX51826
51829	GWIX51829
51837	GWIX51837
51854	GWIX51854
51859	GWIX51859
51860	GWIX51860
51861	GWIX51861
51862	GWIX51862
51863	GWIX51863
51864	GWIX51864
51865	GWIX51865
51866	GWIX51866
51987	GWIX51987
51988	GWIX51988
51989	GWIX51989
51995	GWIX51995

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## Schedule 1' (Continued)

<u>Serial Number</u>	<u>Running Number</u>
52030	GWIX52030
52032	GWIX52032
52034	GWIX52034
52036	GWIX52036
52038	GWIX52038
52039	GWIX52039
52040	GWIX52040
52041	GWIX52041
52042	GWIX52042
52045	GWIX52045
54046	GWIX52046
52047	GWIX52047
52049	GWIX52049
52050	GWIX52050
52051	GWIX52051
52053	GWIX52053
52056	GWIX52056
52057	GWIX52057
52059	GWIX52059
52060	GWIX52060
52062	GWIX52062
52063	GWIX52063
52064	GWIX52064
52065	GWIX52065
52066	GWIX52066
52067	GWIX52067
52068	GWIX52068
52069	GWIX52069
52070	GWIX52070
52071	GWIX52071
52072	GWIX52072
52073	GWIX52073
52074	GWIX52074
52075	GWIX52075
52076	GWIX52076
52077	GWIX52077
52078	GWIX52078
52079	GWIX52079
52080	GWIX52080
52081	GWIX52081
52083	GWIX52083
52084	GWIX52084
52085	GWIX52085
52086	GWIX52086
52088	GWIX52088
52089	GWIX52089
52090	GWIX52090

## Schedule 1' (Continued)

<u>Serial Number</u>	<u>Running Number</u>
52091	GWIX52091
52092	GWIX52092
52093	GWIX52093
52095	GWIX52095
52097	GWIX52097
52098	GWIX52098
52101	GWIX52101
52103	GWIX52103
52104	GWIX52104
52105	GWIX52105
52107	GWIX52107
52108	GWIX52108
52109	GWIX52109
52111	GWIX52111
52113	GWIX52113
52115	GWIX52115
52116	GWIX52116
52117	GWIX52117
52119	GWIX52119
52120	GWIX52120
52122	GWIX52122
52123	GWIX52123
52124	GWIX52124
52125	GWIX52125
52126	GWIX52126
52128	GWIX52128
52129	GWIX52129
52130	GWIX52130
52131	GWIX52131
52132	GWIX52132
52134	GWIX52134
52135	GWIX52135
52137	GWIX52137
52138	GWIX52138
52139	GWIX52139
52140	GWIX52140
52141	GWIX52141
52142	GWIX52142
52143	GWIX52143
52145	GWIX52145
52147	GWIX52147
52148	GWIX52148
52150	GWIX52150
52151	GWIX52151
52152	GWIX52152
52153	GWIX52153
52154	GWIX52154

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Schedule 1' (Continued)

<u>Serial Number</u>	<u>Running Number</u>
52155	GWIX52155
52156	GWIX52156
52158	GWIX52158
52159	GWIX52159
52160	GWIX52160
52161	GWIX52161
52164*	GWIX52164
52165	GWIX52165
52166	GWIX52166
52167	GWIX52167
52168	GWIX52168
52169	GWIX52169
52170	GWIX52170
52172	GWIX52172
52173	GWIX52173
52176	GWIX52176
52177	GWIX52177
52179	GWIX52179
52180	GWIX52180
52181	GWIX52181
52182	GWIX52182
52183	GWIX52183
52184	GWIX52184
52185	GWIX52185
52186	GWIX52186
52187	GWIX52187
52188	GWIX52188
52189	GWIX52189
52190	GWIX52190
52192	GWIX52192
52193	GWIX52193
52194	GWIX52194
52195	GWIX52195
52197	GWIX52197
52198	GWIX52198
52199	GWIX52199
52200	GWIX52200
52201	GWIX52201
52202	GWIX52202
52203	GWIX52203
52204	GWIX52204
52207	GWIX52207
52208	GWIX52208
52209	GWIX52209
52210	GWIX52210
52212	GWIX52212
52214	GWIX52214

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\* Mounts covers 52163



Schedule 1' (Continued)

Serial Number

Running Number

52215	GWIX52215
52216	GWIX52216
52217	GWIX52217
52218	GWIX52218
52219	GWIX52219
52222	GWIX52222
52224	GWIX52224
52225	GWIX52225
52226	GWIX52226
52227	GWIX52227
52228	GWIX52228
52229	GWIX52229
52242	GWIX52242
52243	GWIX52243
52453	GWIX52453
52484	GWIX52484
90033	GWIX90033
90068	GWIX90068
90074	GWIX90074
90084	GWIX90084
90011	GWIX90103
90019	GWIX90106
90042	GWIX38068
90071	GWIX38070
90086	GWIX90086
90091	GWIX90091
90093	GWIX90093
90097	GWIX90097
90099	GWIX38084

90068

GWIX LEASING CORPORATION

Dated: MAY 6, 1980

By: Gerald E. Johnson  
SECRETARY

INTERNATIONAL SALT COMPANY

Dated: MAY 20, 1980

By: G Keith Ramsden

\* Montyago has 90068